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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
EUGENE DIVISION

MONICA ELSOM,

Plaintiff,

vs.

GLOBE LIFE AND ACCIDENT  
INSURANCE COMPANY,

Defendant.

CASE NO.: 6:17-cv-00407

COMPLAINT

Breach of Contract

Breach of the Duty of Good Faith and  
Fair Dealing

JURY TRIAL REQUESTED

VENUE AND JURISDICTION

1. At all times material to this Complaint, MONICA ELSOM (Plaintiff) was domiciled in Deschutes, County Oregon.
2. At all times Material to this Complaint, GLOBE LIFE AND ACCIDENT INSURANCE COMPANY (Defendant) was an insurance corporation authorized to issue and conduct business in the State of Oregon with its principal place of business in Douglas County Nebraska.

COMPLAINT

3. The Claim at issue in this case is over the amount of \$75,000.
4. Venue and Jurisdiction are proper in the United States District Court, District of Oregon, Eugene Division.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

5. Plaintiff herein re-alleges and reincorporates all above allegations.
6. Defendant issued a life insurance policy, specifically identified as Policy no. 00-4G22498 (Policy), insuring the life of Plaintiff's Husband George Elsom, with Plaintiff as a named beneficiary on the policy.
7. At all times material to this complaint, premiums on the Policy were paid, and the Policy was in full force and effect.
8. The policy provided death benefit coverage in the amount of \$50,000 and accidental death benefit coverage in the amount of \$100,000 in the event of Mr. Elsom's death.
9. On or about April 16, 2015, George Elsom died accidentally.
10. After Mr. Elsom's death, Plaintiff submitted a claim for death benefit and accidental death benefit coverage to Defendant.
11. On or about December 1, 2015, Defendant denied accidental death benefit coverage in the amount of \$100,000.
12. Plaintiff has complied with all conditions precedent to coverage.
13. Plaintiff has performed all conditions required under the policy(s).
14. Defendant's failure and refusal to pay accidental death benefit coverage is a breach of the policy.

COMPLAINT

15. Plaintiff is entitled to recover prejudgment interest at the legal rate of 9% per annum that has accrued on each past due benefit under the policy from October 16, 2015 until paid.

16. Plaintiff has been required to retain the services of an attorney in this matter and should be awarded his reasonable attorney fees incurred herein pursuant to ORS 742.061.

**SECOND CAUSE OF ACTION: BREACH OF THE DUTY OF GOOD FAITH AND FAIR-  
DEALING**

17. Plaintiff hereby realigns and reasserts all above paragraphs herein by this reference.

18. Defendant's actions in making a claim determination, including but not limited too; misrepresenting doctors statements, failing to review the evidence, failing to conduct reasonable investigations, forcing plaintiff to litigation to recover amounts owed under the policy, and failure and refusal to accept and issue payment of Plaintiff's claims constitutes a breach of the duty of good faith and fair dealing owed under the contract.

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**COMPLAINT**

WHEREFORE, Plaintiff prays that he recover as alleged above, specifically identified as:

- a. \$100,000 in economic damages;
- b. Attorneys fees pursuant to ORS 742.061;
- c. Pre and post judgment interest to be determined by the Court;
- d. Plaintiff's costs and disbursements incurred herein; and
- e. Any other relief the Court deems just and proper.

DATED: 3/14/2017

**TAYLOR & TAPPER**

By: s/ Clinton Tapper

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COMPLAINT